

**Privacy Act Statement.** Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Downey McGrath Group, Inc. 1225 I St., NW #350 Washington, DC 20005		2. Registration No. 5411
3. Name of foreign principal Ministry of Foreign Affairs of the Republic of Estonia	4. Principal address of foreign principal Embassy of the Republic of Estonia 2131 Massachusetts Ave., NW Washington, DC 20008	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Committee <input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group <input type="checkbox"/> Association <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual-State nationality _____		

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. Ministry of Foreign Affairs
- b) Name and title of official with whom registrant deals. Sven Jurgenson, Ambassador

7. If the foreign principal is a foreign political party, state:

- a) Principal address.
- b) Name and title of official with whom registrant deals.
- c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

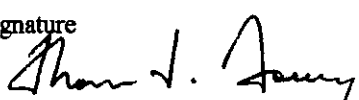
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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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Date of Exhibit A	Name and Title Thomas J. Downey Chairman	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  Downey McGrath Group, Inc.	2. Registration No.  5411
3. Name of Foreign Principal  Ministry of Foreign Affairs of the Republic of Estonia	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Attachment.

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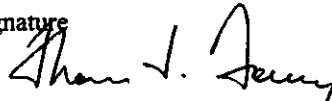
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Attachment.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See Attachment.

Date of Exhibit B	Name and Title Thomas J. Downey Chairman	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

**FOREIGN AGENTS REGISTRATION ACT  
REGISTRANT: DOWNEY McGRATH GROUP, INC.  
ATTACHMENT TO EXHIBIT B**

**ANSWER TO QUESTION 7**

"Describe fully the nature and method of performance of the above indicated agreement or understanding."

Registrant has been engaged to assist in developing strategies to deal with those U.S. legislative and executive matters that affect the Foreign Principal. As necessary, Registrant may meet with and otherwise communicate with officials of the legislative and executive branches of the U.S. government to discuss such matters.

**ANSWER TO QUESTION 8**

"Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal."

Registrant will assist in the development and presentation of the Foreign Principal's position on matters affecting the Foreign Principal. Registrant will communicate with public officials in the executive and legislative branches of the U.S. government and their staffs to present the Foreign Principal's points of view on such matters. These communications may be in person, in writing, or over the telephone. Registrant will monitor executive and legislative branch activities affecting the Foreign Principal and may assist in the development of strategies to support or seek changes in executive or legislative policies.

**ANSWER TO QUESTION 9**

"Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? If yes, describe all such political activities indicating, among other things, the relations, interest of policies to be influenced together with the means to be employed to achieve this purpose."

In the course of monitoring executive and legislative activities of the U.S. government as such activities affect the Foreign Principal, it may become necessary and appropriate to seek changes in legislative or executive policies. In such event, Registrant will correspond with and seek to meet with appropriate government officials.

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# DOWNEY MCGRATH GROUP, INC.

## Agreement on Provision of Services

Hereby the Downey McGrath Group, Inc., further referred as "Service Provider" and  
the Ministry of Foreign Affairs of the Republic of Estonia, represented by Mr. Sven Jurgenson,  
Ambassador of the Republic of Estonia in Washington, D.C., further referred as "Client"  
by signing this Agreement have agreed upon the following:

### I. Subject of the Agreement

Leveraging the strong position The Republic of Estonia (hereinafter Estonia) enjoys with the E.U.

A. The "Service Provider" shall provide the "Client" with the following:

1. written and oral strategic and tactical policy advice on the promotion of Estonia's continued transatlantic integration;
2. assistance in the implementation of the strategy promoting Estonia's accession to NATO;
3. advice and assistance in approaching key policy figures in the executive and legislative branches, military and business communities, NGO's, media, as well as various labor, ethnic, religious and other interest groups in the United States, by setting up meetings with Estonian officials and advancing Estonia's interests;
4. advice on schedule and agenda for bilateral visits, and assistance in promoting these visits;
5. advice on a media and public affairs strategy aimed at raising the awareness of the American public relevant to Estonia, including a "vision document", and Q & A;
6. advice on a United States oriented strategic and tactical action plan promoting Estonia's transatlantic integration for the year 2002;
7. guidance and advice on membership and participation in Washington-based organizations relevant to Estonia's NATO accession;
8. advice and assistance on attracting delegation(s) to Estonia, including Congressional staff, Members of Congress and key foreign policy leaders; and
9. other advice and assistance upon mutual agreement between Parties.

## **II. Duties and Responsibilities of the Parties to this Agreement**

### **A. The "Service Provider" shall:**

1. carry out its commitments outlined under section I. of this Agreement;
2. except to the extent required by law, respect confidentiality with regard to the subject of this Agreement and the information obtained during the term of this agreement and for five years after the termination of the Agreement; exceptions may be made with written permission;
3. prepare a monthly written report, summarizing activities conducted over the previous month as well as a summary of expected activities in the upcoming months;
4. not transfer the performance of these obligations and responsibilities to any third party;
5. confirm that it is unaware of any conflicts of interest that would prevent or interfere with the performance of these obligations and responsibilities as provided herein.

### **B. The "Client" shall:**

1. pay the "Service Provider" as agreed under Section III of this Agreement;
2. regularly submit information and publications on Estonia's foreign policy relevant to the services specified in this Agreement and update the "Service Provider" on the on-going events and situation in Estonia.

## **III. Terms and Costs for the Services**

1. The costs for the services will be billed on a monthly basis and invoices shall be submitted monthly. The cost for each month shall not exceed \$15,000 (fifteen thousand US dollars). Invoices are due and payable upon receipt.
2. The "Client" shall reimburse the "Service Provider" for mutually agreed upon expenses incurred including, but not limited to, foreign agent registration fees (including reasonable attorney fees related to foreign agent registration requirements), telephone, meals, messenger service, and transportation.
3. In addition to the costs of the services referred to in section II. 2. and section III. 3. the "Client" shall bear the expenses connected with mutually agreed upon consultative trips for the "Service Provider" on an as-needed basis.

## **IV. Notices**

1. Any notice, communication or demand to be given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or made:

(i) when delivered by hand, or

(ii) when sent by facsimile (with receipt confirmer) as follows:

if to the "Client", at

- Embassy of The Republic of Estonia in Washington, D.C., 2131 Massachusetts Avenue, N.W., Washington, D.C. 20008, USA, tel.: (202) 588-0101, fax: (202) 588-0108

if to the "Service Provider", at

Downey McGrath Group, Inc., 1225 I Street NW, Suite 350, Washington, DC 20005; tel (202) 789 1110; fax (202) 789 1116.

## V. Amendment, Modification and Termination

1. The Agreement shall enter into force on the dates of signature and shall remain in force until December 2002.
2. Each Party to this Agreement may amend, supplement or modify the provisions/terms of this Agreement by notifying the other Party in writing of any such amendment, supplement or modification.
3. The provision/terms of this Agreement shall be deemed to have been amended, supplement or modified upon written approval within one week by the other Party.
4. Either Party may terminate this Agreement at any time by giving two months written notice to the other Party.
5. This Agreement may be extended upon mutual agreement of the Parties.
6. If any of the duties and responsibilities covered in section II. are not completed, the contract is immediately terminated.

## VI. Settlement of Disputes

1. The parties hereto shall use their best efforts to settle amicably any disputes arising out of or in connection with the Agreement or the interpretation thereof.
2. Any dispute controversy or claim arising out or in relation to this Agreement, or the breach, termination or validity thereof, that cannot be settled amicably within 30 days after receipt by one party of the other party's request to do so, shall be settled in the Arbitration Institute of the Stockholm Chamber of Commerce in accordance with the UNCITRAL Arbitration rules as in force on the date of the Agreement.
3. Arbitration proceedings shall be held in Stockholm and shall be conducted in the English language. The parties hereto agree that the arbitral award shall be final and binding and shall be enforceable in any court on competent jurisdiction, and the parties hereto hereby waive any objection to or claims of immunity in respect of such enforcement.

## VII. Law Applicable

This Agreement is ruled by the law of the Republic of Estonia.

## VIII. Requisites of the Parties

### 1. "Service Provider"

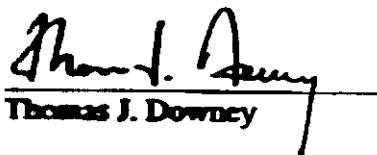
Downey McGrath Group, Inc., 1225 I Street NW, Suite 350, Washington, DC 20005; tel (202) 789 1110; fax (202) 789 1116.

### "Client"

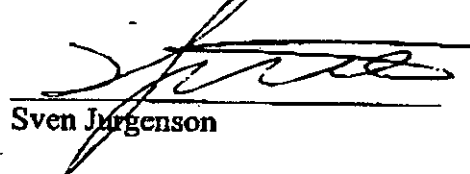
(Estonian Embassy info in Estonia and US)

Done at the city of Washington, this 31 day of January 2001

For the "Service Provider":

  
Thomas J. Downey

For the "Client":

  
Sven Jurgenson